

MG01

Particulars of a mortgage or charge



133445/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

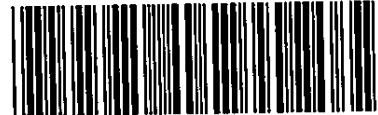
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

WEDNESDAY



A21 29/02/2012 #322
COMPANIES HOUSE

1

Company details

Company number

0 4 6 5 9 7 1 9

Company name in full

Cable & Wireless Europe Holdings Limited
(the "Company")

3

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

2 4 0 2 2 0 1 2

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Composite Debenture (the "Debenture") dated 24 February 2012 and made
between, amongst others, the Company as an original chargor and ING Bank
N V, London Branch (the "Security Agent") in its capacity as security
agent for the Secured Parties (which expression includes its successors
in title, permitted assigns and permitted transferees).

4

Amount secured

Amount secured

Please give us details of the amount secured by the mortgage or charge

All Obligations from time to time incurred by each
Chargor under or in connection with the Secured
Documents (the "Secured Obligations").

Continuation page

Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name ING Bank N.V , London Branch as Security Agent

Address 60 London Wall

London

Postcode E C 2 M 5 T Q

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars Please see attached continuation page

Short particulars of all the property mortgaged or charged

Continuation page (1)

Cable & Wireless Europe Holdings Limited (Company No 04659719)

1 FIXED CHARGE

The Company, with full title guarantee and as security for the payment and discharge of the Secured Obligations (whether of the Company or any other Chargor), charged in favour of the Security Agent (as trustee for the Secured Parties) by way of first fixed charge

- (a) the Shares owned by the Company, and
- (b) any Rights accruing to, derived from or otherwise connected with the Shares (including Dividends and proceeds of Disposal) and all of the Rights (including in respect of Dividends and proceeds of Disposal) accruing to, derived from or otherwise connected with any Shares which it obtains at any time in the future

2 FLOATING CHARGE

The Company, with full title guarantee and as security for the payment and discharge of the Secured Obligations (whether of the Company or any other Chargor), charged in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge, its undertaking and all its present and future assets including, for the avoidance of doubt, (i) assets expressed to be charged by the Security described in paragraph 1 (*Fixed Charge*) above and (ii) all its heritable and moveable property and other property, assets and Rights in Scotland or governed by the laws of Scotland, but excluding in relation to any Vendor Facility permitted pursuant to the terms of the Facility Agreement, either (A) any equipment supplied by any Vendor which is the subject of a Vendor Facility and that equipment is by virtue of the terms of that Vendor Facility subject to Vendor Security or (B) any receivables sold or discounted which arise from equipment supplied under the terms of a Vendor Facility and where the relevant sale or discounting of receivables is permitted pursuant to the terms of the Facility Agreement

Note (1): In this Form, except to the extent that the context requires otherwise

"Accession Deed" means an accession deed to record the accession of any party to the Intercreditor Agreement substantially in the form set out in schedule 2 (*Accession Deed*) to the Intercreditor Agreement

"Accession Letter" means an accession letter recording the accession of any party to the Facility Agreement, the Intercreditor Agreement and the other Finance Documents substantially in the form set out in schedule 7 (*Form of Accession Letter*) of the Facility Agreement

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with clause 25 (*Changes to the Obligors*) of the Facility Agreement

Short particulars of all the property mortgaged or charged

Continuation page (2)

Cable & Wireless Europe Holdings Limited (Company No 04659719)

"Additional Chargor" means a company which becomes a party to the Debenture by executing a supplemental deed substantially in the form set out in schedule 4 (*Form of Supplemental Deed*) to the Debenture

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with clause 25 (*Changes to the Obligors*) of the Facility Agreement

"Administrative Receiver" means one or more administrative receivers appointed, or to be appointed under the Debenture

"Agent" means ING Bank N V, London Branch as agent of the other Finance Parties (such expression shall be construed so as to include its successors in title, permitted assigns and permitted transferees)

"Agent's Spot Rate of Exchange" means the Agent's spot rate of exchange for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11 00 am on a particular day

"Arrangers" means the Mandated Lead Arrangers and the Lead Arrangers

"Assignment Agreement" means an agreement substantially in the form set out in schedule 6 (*Form of Assignment Agreement*) of the Facility Agreement or any other form agreed between the relevant assignor and assignee

Any reference to **"assets"** includes present and future properties, revenues and rights of every description

"Base Currency" means Sterling

"Bilateral Lender" means any bank, financial institution, trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets that makes available to a Borrower any Permitted Bilateral Facilities (and, for the avoidance of doubt, accedes to the Intercreditor Agreement and complies with the conditions set out in the Intercreditor Agreement and/or the Facility Agreement for the provision of such Permitted Bilateral Facilities) and includes any permitted transferees, permitted assigns or successors in title of such lenders

"Bond and Floating Charge" means each bond and floating charge governed by Scottish law, each dated 23 February 2012 and entered into by Thus Limited and Cable & Wireless U K respectively in favour of the Security Agent (for the benefit of the Secured Parties)

"Borrower" means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 25 (*Changes to the Obligors*) of the Facility Agreement

"Chargor" means an Original Chargor or an Additional Chargor

"CWUKHL" means Cable & Wireless UK Holdings Limited

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent under clause 15.3 (*Delegation of the Security Agent's rights*) of the Debenture

Short particulars of all the property mortgaged or charged

Continuation page (3)

Cable & Wireless Europe Holdings Limited (Company No 04659719)

"Derivatives Contract" means a contract, agreement or transaction which is

- (a) a rate swap, basis swap, commodity swap, forward rate transaction, equity (or equity or other index) swap or option, bond option, interest rate option, foreign exchange transaction, collar or floor, currency swap, currency option or any other similar transaction, and/or
- (b) any combination of such transactions or any other transaction entered into in connection with protection against or to benefit from fluctuation in any rate or price,

in each case, whether on-exchange or otherwise

"Disposal" means a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, lend, transfer or otherwise dispose of or cease to exercise direct control over any part of a present or future undertaking, assets, Rights, (including Rights over assets) or revenues

"Dividends" in relation to any Share, means

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share,
- (b) shares, money or other assets or other rights accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share,
- (c) allotments, offers, and rights accruing or offered in respect of that Share, and
- (d) any other Rights or other assets attaching to, deriving from or exercisable by virtue of the ownership of, that Share

"DL Increase Confirmation" means a confirmation substantially in the form set out in schedule 14 (*Form of DL Increase Confirmation*) to the Facility Agreement

"Existing Bilateral Facilities" means the bilateral facilities listed in schedule 12 (*Existing Bilateral Facilities*) to the Facility Agreement

"Facility" means the revolving credit facility made available under the Facility Agreement as described in clause 2 (*The Facility*) thereof

"Facility Agreement" means the £260,000,000 credit facility agreement dated 24 February 2012 between, amongst others, (i) the Original Borrowers, (ii) the Original Guarantors and (iii) the Finance Parties

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Original Lenders (or the Agent on their behalf) and CWUKHL (or the Agent and CWUKHL or the Security Agent and CWUKHL) setting out the fees referred to in clause 12 (*Fees*) of the Facility Agreement

Short particulars of all the property mortgaged or charged

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Cable & Wireless Europe Holdings Limited (Company No 04659719)

"Finance Document" means the Facility Agreement, any Fee Letter, any Accession Deed, any Accession Letter, any Resignation Letter, any Security Document, the Intercreditor Agreement, any Transfer Certificate, any Assignment Agreement, any Increase Confirmation Agreement, any DL Increase Confirmation and any other document designated as such by the Agent and CWUKHL

Any reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated

"Finance Lease" means any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease

"Finance Party" means the Agent, the Security Agent, an Arranger or a Lender

"GAAP" means generally accepted principles in the United Kingdom including international accounting standards within the meaning of IAS regulation 1606/2002 to the extent applicable to the relevant financial statements

"Group" means Cable & Wireless Worldwide plc and its Subsidiaries for the time being

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 25 (*Changes to the Obligors*) of the Facility Agreement

"Increase Confirmation Agreement" means a confirmation substantially in the form of schedule 13 (*Form of Increase Confirmation Agreement*) to the Facility Agreement, with such amendments as the Agent and CWUKHL agree

"Intercreditor Agreement" means the intercreditor agreement dated 24 February 2012 between, among others, the Company, the Agent, the Security Agent, each Original Lender and each Original Bilateral Lender

"Lead Arrangers" means DBS Bank Ltd, London Branch, ING Bank N V, Lloyds TSB Bank plc and The Governor and Company of The Bank of Ireland

"Lender" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 2.6 (*Defaulting Lender Increase*) or clause 24 (*Changes to the Lenders*) of the Facility Agreement, and
- (c) any bank, financial institution, trust, fund or other entity (in each case, regularly engaged in, or established for the purpose of making, purchasing or investing in loans) which becomes an Increase Lender in accordance with clause 2.2 (*Accordion Feature – Increase in Facility*) of the Facility Agreement,

Short particulars of all the property mortgaged or charged

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Cable & Wireless Europe Holdings Limited (Company No 04659719)

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

"Mandated Lead Arrangers" means Barclays Capital and The Royal Bank of Scotland plc

"Obligations", in relation to a person, means all obligations, debts or liabilities of any kind of that person from time to time, whether they are

- (a) to pay money or to perform (or not to perform) any other act,
- (b) express or implied,
- (c) present, future or contingent,
- (d) joint or several,
- (e) incurred as a principal or surety or in any other manner, or
- (f) originally owing to the person claiming performance or acquired by that person from someone else

"Obligor" means a Borrower or a Guarantor

"Original Bilateral Lenders" means Barclays Bank PLC, The Governor and Company of the Bank of Ireland and The Royal Bank of Scotland plc, each in its capacity as an original bilateral lender

"Original Borrowers" means the Company, CWUKHL, and Cable & Wireless U K, each in its capacity as an original borrower

"Original Chargor" means each of the Company, Cable & Wireless Worldwide plc, CWUKHL, Cable & Wireless U K, The Eastern Leasing Company Limited, Cable & Wireless Waterside Holdings Limited and Thus Limited, each in its capacity as an original chargor

"Original Guarantors" means the Company, Cable & Wireless Worldwide plc, CWUKHL, Cable & Wireless U K, The Eastern Leasing Company Limited, Cable & Wireless Waterside Holdings Limited and Thus Limited, each in its capacity as an original guarantor

"Original Lenders" means Barclays Bank PLC, The Royal Bank of Scotland plc, DBS Bank Ltd, London Branch, ING Bank N V, Lloyds TSB Bank plc and The Governor and Company of the Bank of Ireland, each in its capacity as an original lender

"Party" means a party to the Facility Agreement

"Permitted Bilateral Facilities" means bilateral facilities (which may be committed or uncommitted and which include, without limitation, (i) guarantee, bonding, documentary or stand-by letter of credit facilities, (ii) interest rate derivatives facilities, (iii) foreign exchange facilities, and (iv) short term loans or any other general finance facilities, including in each case, the continuation, refinancing or replacement of the Existing Bilateral Facilities) in a maximum aggregate principal amount of up to £150,000,000 (and, when calculating the value of utilisations by way of Derivatives Contracts, the marked to market value at the time of calculating the value of the utilisations (or, if any actual amount is

Short particulars of all the property mortgaged or charged

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Cable & Wireless Europe Holdings Limited (Company No 04659719)

due as a result of the termination or close out of that Derivatives Contract, that amount) shall be taken into account) provided that the following conditions are satisfied

- (a) the Permitted Bilateral Facilities rank *pari passu* in all respects with the Facility,
- (b) the Permitted Bilateral Facilities are drawn in the Base Currency, US Dollars, euros or any other currency which is agreed with the relevant Bilateral Lender and which is freely convertible into the Base Currency (and when calculating the Base Currency amounts of the Permitted Bilateral Facilities the Agent's Spot Rate of Exchange shall be used),
- (c) the relevant Bilateral Lenders accede to the Intercreditor Agreement prior to making any Permitted Bilateral Facility available,
- (d) the representations, undertakings, events of default and transfer provisions in the agreements relating to the Permitted Bilateral Facilities are not more onerous on the Obligors than those contained in the Facility Agreement (other than in relation to any Derivatives Contracts (as defined in the Intercreditor Agreement), the terms of which comply with the provisions of the Intercreditor Agreement) and the other terms of such agreements relating to the Permitted Bilateral Facilities are normal, arm's length, commercial terms, and
- (e) the Permitted Bilateral Facilities are utilised for the general corporate purposes of the Group (including, without limitation to finance Permitted Acquisitions and Permitted Joint Ventures (each as defined in the Facility Agreement))

"Permitted Bilateral Facilities Documents" means each bilateral credit facility agreement between a Bilateral Lender and a Borrower setting out the terms on which such Bilateral Lender makes available a credit facility to such Borrower under the Permitted Bilateral Facilities and related financing documents

Any reference to a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality)

"Receiver" means an Administrative Receiver or a Specific Receiver

"Resignation Letter" means a letter substantially set out in the form of schedule 8 (*Form of Resignation Letter*) to the Facility Agreement

"Right" means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary

"Secured Documents" means

- (a) each Finance Document
- (b) the Permitted Bilateral Facilities Documents
- (c) any other document designated as such by CWUKHL and the Agent at any time

Short particulars of all the property mortgaged or charged

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Cable & Wireless Europe Holdings Limited (Company No 04659719)

"Secured Parties" means the Finance Parties, the Bilateral Lenders and any Receiver or Delegate

"Security" means

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction,
- (b) any proprietary interest over an asset, or any contractual assignment in relation to an asset, in each case created in relation to Borrowed Money (as defined in the Facility Agreement) and which has the same commercial effect as if security had been created over it, and
- (c) any right of set-off created by agreement

"Security Documents" means the Debenture, each Bond and Floating Charge and any other mortgages, charges, pledges, guarantees, indemnities and other instruments from time to time entered into by any Obligor in favour of any Secured Party by way of guarantee or other assurance of and/or security for amounts owed to any of the Secured Parties under the Finance Documents, and any other documents designated as a Security Document by CWUKHL and the Agent

"Shares" means any shares held from time to time in an Obligor which are beneficially owned by the Company

"Specific Receiver" means one or more receivers or managers appointed, or to be appointed, under the Debenture who is not an Administrative Receiver

"Subsidiary" means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise

"Transfer Certificate" means a certificate substantially in the form set out in schedule 5 (*Form of Transfer Certificate*) to the Facility Agreement or any other form agreed between the Agent and CWUKHL

"Vendor" means any equipment supplier, equipment financier, bank, financial institution, trust, fund or other entity which is regularly engaged in or established for the purpose of financing or refinancing the supply of such equipment, or in each case any of its respective Affiliates (as defined in the Facility Agreement)

"Vendor Facilities" means any Finance Leases or facilities made available by a Vendor to any member of the Group for the purpose of financing the supply of equipment to the Group

"Vendor Security" means

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction,

Short particulars of all the property mortgaged or charged

Continuation page (8)

Cable & Wireless Europe Holdings Limited (Company No 04659719)

- (b) any sale, transfer or other disposal of assets on terms whereby they are or may be leased to or re-acquired,
- (c) any sale, transfer or other disposal of receivables on recourse terms,
- (d) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, which has the same commercial effect as if security had been created over it, and
- (e) any right of set-off created by agreement

Any reference to the **"Agent"**, the **"Security Agent"**, any **"Arranger"** any **"Finance Party"** any **"Secured Party"** any **"Lender"** or any **"Obligor"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees

Short particulars of all the property mortgaged or charged

Continuation page (9)

Cable & Wireless Europe Holdings Limited (Company No 04659719)

Note (2) The Debenture provides that

- 1 **Security:** The Company shall ensure that no Security will exist over, or in relation to, any Charged Asset other than Permitted Security
- 2 **Disposal:** the Company shall ensure that there will be no Disposal of any Charged Asset other than Permitted Disposals
- 3 **Conversion by notice** the Security Agent may convert all or part of the floating Charge created by the Company over all or any of the Floating Charge Assets into a fixed Charge by giving notice to that effect to the Company and specifying the identity of the assets concerned this may be done on one or more occasion, but only
 - (a) during an Enforcement Time, or
 - (b) if the Security Agent reasonably considers that its Security over the assets concerned is in jeopardy and that it is necessary to do so to protect or preserve its Security over the Charged Assets or the priority of such Security
- 4 **Automatic conversion** if any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Floating Charge Assets where taking such a step would result in an Event of Default under the Facility Agreement or an Event of Default under a Permitted Bilateral Facilities Document, the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge
- 5 Paragraphs 3 and 4 above will not apply to any assets situated in Scotland and to the extent that a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act by reason of such automatic conversion.
- 6 The Security Agent agreed in the Debenture that any equipment supplied by any Vendor which is, or becomes, the subject of a Vendor Facility permitted pursuant to the terms of the Facility Agreement shall, in the event that it is subject to a floating Charge under the Debenture and whether or not such floating Charge has been converted into a fixed Charge in accordance with paragraphs 3 and/or 4 above, be automatically released from such floating or fixed Charge upon Vendor Security in respect of the relevant Vendor Facility being granted over or in respect of such equipment without further action being necessary by the Security Agent or any other party

Short particulars of all the property mortgaged or charged

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Cable & Wireless Europe Holdings Limited (Company No 04659719)

For the purposes of this Note (2)

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Debenture

"Charged Assets" means the Fixed Charge Assets and the Floating Charge Assets

"Enforcement Time", in relation to the Company, means any time at which

- (a) an Event of Default has occurred and is continuing and the Security Agent gives notice to CWUKHL that the Secured Party Security is enforceable, or
- (b) an event of default (howsoever defined in the relevant Permitted Bilateral Facility Document) has occurred and is continuing under any Permitted Bilateral Facility Document and the Security Agent gives notice to CWUKHL that the Secured Party Security is enforceable

"Event of Default" means any event or circumstance specified as such in clause 23 (Events of Default) of the Facility Agreement

"Fixed Charge Assets" means those assets of the Company which are from time to time the subject of, or expressed to be the subject of, a fixed Charge under the Debenture

"Floating Charge Assets" means those assets of the Company which are from time to time the subject of, or expressed to be the subject of, a floating Charge under the Debenture

"Insolvency Act" means the Insolvency Act 1986 (as amended or re-enacted)

"Permitted Security" has the meaning given to such term in the Facility Agreement

"Permitted Disposal" has the meaning given to such term in the Facility Agreement

"Secured Party Security" means the Charges and any other existing or future security granted by a Chargor to the Security Agent to secure the payment and discharge of the Secured Obligations

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil.

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

X

Linklaters LLP

X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name ROSANNA PHILLIPS

Company name LINKLATERS LLP

Address ONE ~~PLEASE RETURN~~
via
CH London Courier

Post town LONDON

County/Region LONDON

Postcode E C 2 Y 8 H Q

Country UNITED KINGDOM

DX 10 LONDON/CITY

Telephone 020 7456 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4659719
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED
24 FEBRUARY 2012 AND CREATED BY CABLE & WIRELESS
EUROPE HOLDINGS LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
29 FEBRUARY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 MARCH 2012

L.C.

